

**HANG & ASSOCIATES, PLLC**

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**CONFIDENTIAL**

February 4, 2022

Brooklyn Wild Catch LLC, Brooklyn Wild Catch II, LLC, Robert Dorsey and Angeline Cornelius  
C/O Robert Dorsey

Re: Retainer Agreement and Terms of Engagement

Dear Mr. Dorsey:

We are pleased that Brooklyn Wild Catch LLC, Brooklyn Wild Catch II, LLC, Robert Dorsey, and Angeline Cornelius (the "Client" or "you") have selected Hang & Associates, PLLC (the "Firm" or "we") to act as your legal counsel as described below. Thank you for your confidence in the Firm.

This agreement shall memorialize our mutual understanding concerning the terms and conditions under which we will act as legal counsel. Accordingly, in this agreement we will define several aspects of our relationship so that we will have a clear understanding of our agreements with respect to your engagement of our Firm as your counsel.

1. **Services To Be Provided By Hang & Associates, PLLC.** Our services will include representing you in *Anderson v Brooklyn Wild Catch LLC*. Jian Hang and Oscar Alvarado of our Firm will have primary responsibility for handling legal matters for you.

2. **Identity of Clients and Our Representation of Other Clients.** It is agreed that we are being retained as counsel by Brooklyn Wild Catch LLC, Brooklyn Wild Catch II, LLC, Robert Dorsey, and Angeline Cornelius. No other person or entity which now is, or may become, an employee, officer, director, affiliate or subsidiary of any of the named entity shall be considered to be clients of the Firm for any purpose unless this retainer agreement is expressly amended in an executed writing to include such person or entity as clients of the Firm. The Firm is not being asked to provide legal advice to, or establish an attorney-client relationship with, any such person or entity and will not be expected to do so unless the Firm has been asked and has agreed expressly in writing to do so.

3. **Fee For Services Performed.** As compensation for services to be performed by our Firm, we will be paid as followed:

- (1). A fixed fee of \$3,000 for services, including but not limited to, seeking an extension to file an answer, reviewing and evaluating employment records, and engaging settlement discussions with Opposing counsel until the case is settled before an answer is filed;
- (2). A fixed fee of \$3,000 for filing an answer;
- (3). After an answer is filed, the attorney fees will be based on an hourly rate. Currently Jian Hang's rate is \$375/hour, and Oscar Alvarado's rate is \$325/hour.

4. **Incidental Expenses.** In addition to the fees described above, we also charge for incidentals related to legal services performed. Examples of such charges include filing fees, travel expenses, LOISLAW, LEXIS and WESTLAW research charges. Incidental charges are consistent with such charges in the New Jersey legal community.

5. **Manner of Payment and Prepaid Retainer.** We request a retainer of \$6,000. After \$6,000 retainer is used up, we will bill on a monthly basis for services performed during the prior billing period. Our statement will show tasks performed per attorney per day based on tenth of an hour increments, the fees and disbursements incurred, and the remaining retainer balance. We will expect payment within 30 days. Any amount outstanding more than 30 days will accrue interest at the rate of ten percent per annum, compounded monthly, but not to exceed the maximum rate permitted by law.

6. **Responsibilities of Cooperation.** It will be our mutual responsibility to cooperate fully in meeting your expectations for work to be performed. To that end, you agree to provide us relevant information requested by us and make yourself and your representatives reasonably available for consultation.

7. **Use of Confidential Client Information:** The Firm recognizes its professional obligation to refrain from disclosing confidential Client information or using it to the disadvantage of the Client or for the benefit of any other present or prospective client (which may include any affiliate, subsidiary or parent of the Client), unless the Client gives informed consent. Provided the Firm observes this professional obligation, Client agrees that it will not for itself or any other party assert that the Firm's possession of such information, even though such information may relate to a matter as to which the Firm is representing another client, is a basis for disqualifying the Firm from representing that other client of the Firm.

8. **Dispute Resolution.** In the unlikely event that a fee dispute arises in connection with this engagement, it is our desire to resolve it through amicable discussion. If we are unable to thus resolve such a dispute, you may be required to participate in arbitration in New York pursuant to Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System, where the amount in controversy involves a sum of at least \$1,000 and is not more than \$50,000. In such instances, we agree to participate fully in the arbitration process. In all other instances, the Client acknowledges that the



Firm may commence an action in a court of competent jurisdiction to recover the fees. Both Client and Firm voluntarily agree to waive their right to a trial by jury in any action, proceeding, or counterclaim arising out of or in connection with the representation. This waiver is freely given prior to the anticipation of litigation. The Client and the Firm specifically agree that the prevailing party in any arbitration or any court proceeding related to the fee dispute shall be awarded its reasonable costs and attorneys' fees incurred in connection with the dispute.

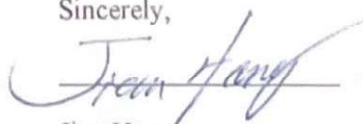
9. **Termination of Services.** Either Client or the Firm may terminate this engagement for any reason upon written notice to the other party. Immediately after receiving such notice we will cease to render additional services and cooperate with you in facilitating the orderly transfer of your files and records to you or to your new attorneys. The Firm also may withdraw from representation with Client's consent or for good cause. If Client fails to meet its obligations hereunder and continues to fail to do so for twenty (20) or more days after written notice thereof from the Firm, the Firm shall have the right to declare the relationship and this letter agreement at an end and decline to represent Client further. Should the Firm elects to exercise this right, Client agrees to cooperate and free the Firm of any obligation to perform additional legal services on its behalf. Termination of our engagement does not relieve Client of the obligations to pay for the fees due for services rendered and disbursements incurred before termination and during an orderly wind down of legal services.

10. **Return or Destruction of Client Files:** Upon termination of our engagement, any and all documents that Client has deliver to the Firm during the course of our representation will remain your property and will be returned promptly upon your request. Any and all documents generated by our Firm during the course of our representation will remain the property of the Firm (e.g., our drafts, internal administrative documents, memoranda and our Firm's other work product). We will provide you with copies of documents in our files upon payment to our Firm of the reasonable cost of reviewing our files and producing such copies. If you do not request the return of your property, we reserve the right to destroy within a reasonable time any items described in this paragraph that are retained by us.

Please sign this engagement and return your signed page. Thank you, again, for your confidence.

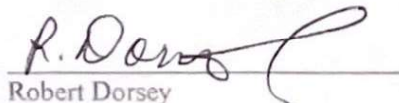
Date: February 4, 2022

Sincerely,



Jian Hang

On behalf of Hang & Associates, PLLC



Robert Dorsey

Individually and on behalf of Brooklyn Wild Catch LLC, Brooklyn Wild Catch II, LLC, Robert Dorsey and Angeline Cornelius